

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITICORP NORTH AMERICA, INC., AS SECOND-LIEN COLLATERAL AGENT		12/21/2010	BANK: UNITED STATES
RECEIVING PARTY DATA			
Name:	CONCENTRA INC.		
Street Address:	5080 SPECTRUM DR., 1200W		
City:	ADDISON		
State/Country:	TEXAS		
Postal Code:	75001		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	3169455	ACCELERATED PRODUCTIVITY SUITE	
Registration Number:	1825604	ADAPT	
Registration Number:	2657008	ATN	
Registration Number:	1917433	CONCENTRA	
Registration Number:	2091581	CONCENTRA	
Registration Number:	3012278	CONCENTRA	
Registration Number:	3160000	CONCENTRA	
Registration Number:	2238734	CONCENTRA HEALTH SERVICES	
Registration Number:	2238733	CONCENTRA HEALTH SERVICES	
Registration Number:	2238741	CONCENTRA HEALTH SERVICES	
Registration Number:	2238735	CONCENTRA HEALTH SERVICES	
Registration Number:	2236715		
Registration Number:	2228457		

900179555

TRADEMARK  
REEL: 004439 FRAME: 0472

OP \$590.00 3169455

Registration Number:	2413461	CONCENTRA PREFERRED SYSTEMS
Registration Number:	2778854	CONCENTRALINK
Registration Number:	2778258	EM3
Registration Number:	2800851	EM3
Registration Number:	2913414	OCCUCENTERS
Registration Number:	2408856	OCCUSOURCE
Registration Number:	1813186	OCCUSYSTEMS
Registration Number:	3012280	RESULTS POWERED BY CONCENTRA
Registration Number:	3160001	RESULTS POWERED BY CONCENTRA
Serial Number:	78407529	APS

#### CORRESPONDENCE DATA

Fax Number: (866)826-5420

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	36522
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	12/22/2010

Total Attachments: 5  
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SECOND-LIEN RELEASE OF TRADEMARK  
SECURITY INTERESTS dated as of December 21, 2010 (this "Release"), made by CITICORP NORTH AMERICA, INC., as Collateral Agent (as defined below). All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Credit Agreement or the Collateral Agreement, as applicable, referred to below.

Reference is made to (a) the Second-Lien Credit Agreement dated as of June 25, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Concentra Operating Corporation (f/k/a Concentra Inc.), a Delaware corporation (the "Borrower"), the Lenders party thereto from time to time (the "Lenders"), Citicorp North America, Inc., as Administrative Agent and Collateral Agent (the "Collateral Agent"), and the other agents party thereto, (b) the Second-Lien Guarantee and Collateral Agreement dated as of June 25, 2007 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the Subsidiaries of the Borrower identified therein and the Collateral Agent and (c) the Second-Lien Short Form Trademark Security Agreement dated as of June 25, 2007 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), between the Borrower and the Collateral Agent.

WHEREAS, pursuant to the Credit Agreement, the Collateral Agreement and the Trademark Security Agreement, the Grantors granted a security interest to the Collateral Agent, for the benefit of the Secured Parties, in, among other things, the trademarks of the Grantors set forth on Schedule I hereto (the "Trademarks"), which security interest was recorded with the United States Patent & Trademark Office on July 25, 2007 at Reel/Frame 003588/0764.

WHEREAS, in connection with the repayment in full of all Obligations and the termination of all Commitments under the Credit Agreement, and the release of security interests under the Loan Documents, the Grantors have informed the Collateral Agent of their desire to obtain the release of all right, title and interest of the Collateral Agent, the Secured Parties and each other grantee or beneficiary in and to the Trademarks granted under the Trademark Security Agreement.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby release, cancel, relinquish and discharge (without recourse and without any representation or warranty) any and all security interests it has against the Trademarks and reassigns all right, title and interest it has in the Trademarks to the Grantors. The Collateral Agent agrees to make filings with the United States Patent and Trademark Office and other necessary filings, in each case as reasonably requested by the Grantors and at the sole expense of the Grantors, to evidence the release and termination of the Collateral Agent's security interests in the Trademarks. The Collateral Agent shall take all further actions and provide to the Grantors and their respective assigns or other legal

representatives all such cooperation and assistance, as reasonably requested by the Grantors and at the sole expense of the Grantors, to more fully and effectively effectuate the purposes of this Release.


THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE COLLATERAL AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

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IN WITNESS WHEREOF, the Collateral Agent has duly executed this Release as of the date first set forth above.

CITICORP NORTH AMERICA, INC., as  
Collateral Agent,

by



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Name: Dina Garthwaite  
Title: Vice President

## TRADEMARKS

Trademark Applications

<b>Registered Owner</b>	<b>Application Number</b>	<b>Filing Date</b>
Concentra Inc.	78407529	4/24/2004

Registered Trademarks

<b>Registered Owner</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Jurisdiction</b>
Concentra Inc.	3169455	11/07/2006	USA
Concentra Inc.	1825604	3/08/1994	USA
Concentra Inc.	2657008	12/03/2002	USA
Concentra Inc.	1917433	09/05/1995	USA
Concentra Inc.	2091581	08/26/1997	USA
Concentra Inc.	3012278	11/01/2005	USA
Concentra Inc.	3160000	10/17/2006	USA
Concentra Inc.	2238734	04/13/1999	USA
Concentra Inc.	2238733	04/13/1999	USA
Concentra Inc.	2238741	04/13/1999	USA
Concentra Inc.	2238735	04/13/1999	USA
Concentra Inc.	2236715	04/06/1999	USA
Concentra Inc.	2228457	03/02/1999	USA
Concentra Inc.	2413461	12/19/2000	USA
Concentra Inc.	2778854	11/04/2003	USA
Concentra Inc.	2778258	10/28/2003	USA
Concentra Inc.	2800851	12/30/2003	USA
Concentra Inc.	2913414	12/21/2004	USA
Concentra Inc.	2408856	11/28/2000	USA
Concentra Inc.	1813186	12/21/1993	USA
Concentra Inc.	3012280	11/01/2005	USA
Concentra Inc.	3160001	10/17/2006	USA
Concentra Operating Corporation	855,995	11/20/2003	Canada
Concentra Operating Corporation	594,996	11/18/2003	Canada
Concentra Operating Corporation	594,776	11/14/2003	Canada
Concentra Operating Corporation	595,251	11/20/2003	Canada
Concentra Operating Corporation	594,843	11/17/2003	Canada